

Your Copy

PERFORMER'S EXCLUSIVE MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of July, 19 70, by and between Harold Weisberg of the City of Frederick, State of Maryland, hereinafter referred to as "performer", and Associated Personalities, having its principal office in the City of Minneapolis, State of Minnesota, hereinafter referred to as "manager".

WITNESSETH:

ONE: Performer hereby employs and appoints manager to render its services to him as his sole and exclusive manager and personal representative for procuring speaking engagements and any other activity deemed a performance throughout the whole world for a period of 1 year from and after the date hereof, unless if this Agreement shall be terminated sooner in the manner hereinafter provided. Radio, film and television commercials, though deemed a performance, are specifically excluded from this contract.

TWO: Manager agrees, during the period hereof, to use all reasonable efforts to procure speaking engagements and other performances for Performer, and at the request of Performer to advise him in matters concerning his professional interests.

THREE: Manager is hereby granted by Performer sole authority to collect any and all compensation due Performer from any and all sources whatsoever, with the mutual understanding that within five days from receipt by Manager of any compensation earned by, or for the benefit of, Performer, Manager will pay to Performer that

compensation, less the sums payable to Manager, as hereinafter provided. Provided further, that Performer shall not give any public or private auditions, performances, exhibitions, or accept speaking engagements, whether for compensation or otherwise, without the knowledge of Manager.

FOUR: Performer agrees that Manager shall deduct from any and all compensation collected by Manager for the benefit of Performer as and when received by Manager, the following commission:

~~Twenty percent (20%) on gross compensation of all engagements.~~

(b) Twenty percent (20%) on gross compensation, ~~and all~~

This rate of compensation shall apply on any income earned by Performer for any work, employment, or services rendered and governed by this contract, during the term hereof, and, in addition thereto, Manager shall deduct from gross compensation, prior to distribution as hereinbefore provided, the following:

- (a) Booking fees.
- (b) Any advances made to Performer by Manager.
- (c) Expenses caused Manager due to the misfeasance, non-feasance, or negligence of Performer.

This contract shall govern the parties hereto while Performer is employed or receives compensation under any agreement or employment now in existence or entered into or negotiated for during the term hereof and any substitution for such agreement or employment, and any modifications, renewals, or extensions of any such agree-

ments or employment. ~~Gross compensation is defined to include all forms of income, including salaries, earnings, royalties, bonuses and shares of profit or shares of stock directly or indirectly received from the services of Performer from any service whatsoever, regardless of whether any agreement or employment was procured by Manager, by Performer or through any third person or firm or corporation.~~ All compensation payable hereunder shall be payable to Manager at its office or at such other address as Manager may, in writing, directed to Performer, so designate.

FIVE: It is mutually agreed that Manager may render services to other persons but that Performer hereby agrees not to employ or appoint other persons, firms or corporations to act for him in the capacity for which Manager has been engaged by the terms hereof.

SIX: The term of this agreement shall be for a period of 1 years from the date hereof. Provided, however, should Performer or Manager fail to obtain a bona fide offer of employment for Performer for a period in excess of three consecutive months during the term hereof, either party may, upon thirty days' notice in writing to the other party, terminate this agreement. Any breach of this agreement by Manager shall be waived by Performer from and after ten days after Performer acquires knowledge of any such breach, and Performer fails to serve written notice upon Manager of such breach. If Manager does not cure a duly noted breach within twenty (20) days after such written notice, this agreement shall automatically terminate.

Any breach of this agreement by Performer shall be waived by Manager unless within ten (10) days after Manager acquires knowledge of any such breach, or of facts sufficient to put Manager upon notice of such breach, Manager serves written notice upon Performer of such breach. If Performer does not cure the breach within twenty (20) days after receipt of any such written notice, this agreement may be terminated at the option of Manager by giving notice to Performer of such termination at the end of such twenty (20) days.

SEVEN: Artist agrees to conduct himself properly and with fitting decorum and shall avoid all unfavorable publicity and/or notoriety.

EIGHT: All notices provided for hereunder shall be made to the respective parties at the addresses subscribed to the foot of this agreement.

NINE: Where it is appropriate in this agreement, masculine includes the feminine and singular includes the plural.

TEN: This agreement shall be construed under and pursuant to the laws of the State of Minnesota.

ELEVEN: It is further understood and agreed that the Performer is an independent contractor and that neither the Manager (acting as agent for the Performer) nor the Performer assume any liability whatsoever, each for the other, directly or indirectly. It is also agreed that this agreement shall not under any circumstances create the relationship of joint venture between the parties hereto.

TWELVE: At the inception of each month, Performer shall provide Manager with dates and times that are available for employment within the scope of this contract, and Performer agrees to accept all bookings scheduled by Manager on said dates and times.

THIRTEEN: This agreement constitutes the entire agreement between the parties hereto and no statement, promise or inducement made by any party hereto which is not contained herein shall be binding or valid and this agreement may not be enlarged, modified, or altered except in writing, signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

ASSOCIATED PERSONALITIES

By *[Signature]*

Its *President*

Address: 123 E. GRANT ST.

MINNEAPOLIS, MINN. 55403

PERFORMER(S)

X *[Signature]*

Address: Rt 5 Frederick

MD 21701

Address: \_\_\_\_\_



*Contract*  
ASSOCIATED PERSONALITIES  
123 East Grant  
Mpls, Minnesota 55403



TO

Mr. Harold Weisberg  
Rt. 8 - Box 304  
Frederick, Maryland 21701